

**AGREEMENT BETWEEN PUBLIC AGENCIES  
FOR  
FIRE SUPPRESSION ASSISTANCE**

**By and Between**

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY  
SERVICES;  
STATE OF NEVADA, DEPARTMENT OF CONSERVATION AND  
NATURAL RESOURCES DIVISION OF FORESTRY;  
USDA FOREST SERVICE, HUMBOLDT/TOIYABE  
NATIONAL FOREST;  
USDI BUREAU OF LAND MANAGEMENT, NEVADA STATE  
OFFICE**

THIS AGREEMENT made and entered into on the date last entered below, by and between the State of California, Governor's Office of Emergency Services, hereinafter referred to as *OES*; the State of Nevada, Department of Conservation and Natural Resources, Division of Forestry, hereinafter referred to as *NDF*; the U.S. Department of Agriculture, Forest Service Humboldt/Toiyabe National Forest, hereinafter referred to as *USFS*; and the U.S. Department of the Interior, Bureau of Land Management, Nevada State Office, hereinafter referred to as *BLM*.

**RECITALS**

1. Each of the parties to this agreement is authorized by State or Federal statute to enter into and perform pursuant to this agreement as follows:
  - a. *OES* - California Government Code §§ 178, 178.5, and 8619;
  - b. *NDF* - Nevada Revised Statutes §§ 277.110, 415.010, 472.050, 472.070, and 472.080;
  - c. *USFS* - 16 USC §§ 565a-1, and 572; 42 USC §§ 1856n, and 5121 et seq.;
  - d. *BLM* - 42 USC §§ 1856n, and 5121 et seq.
2. *OES* is responsible to provide for the systematic mobilization, organization and operation of necessary fire and rescue resources of the State of California and its political subdivisions in mitigating the effects of disasters and to ensure that the responding

agencies understand the terms and conditions of the agreement applicable to their response; Further, *OES* and/or various local California political subdivisions have such emergency apparatus and personnel which may be made available to *NDF*, *USFS*, and *BLM*, in the spirit of cooperation, and in concert with the Interstate Civil Defense and Disaster Compact, for dispatch and use through the California State Fire and Rescue Mutual Aid System.

3. *NDF* is responsible to provide for the protection of State of Nevada forests, watershed areas, and other lands having inflammable cover from fire, and further is authorized to enter into, and has entered into, cooperative agreements with Nevada County Commissions, municipalities, organizations, and individuals owning land within the State of Nevada for such fire protection services.

4. *USFS* and *BLM* are responsible for providing a level of wildland fire protection for federal lands within the States of California and Nevada, as designated by Congressional and Executive action and Federal Policy.

5. *NDF*, *USFS*, and *BLM*, at times of severe wildfire conditions often have need of emergency apparatus and/or personnel to provide assistance within their respective jurisdictional areas to provide fire protection and to perform other related tasks during fire control actions.

6. It is desirable that each of the parties establish and enter into an agreement for the prudent use of their respective emergency apparatus and personnel, as it may be reasonably available for mutual assistance in times of need, and to provide for reimbursement for the use of such apparatus and personnel.

7. Each of the parties has knowledge of and is familiar with the agreement titled "Agreement for Local Government Fire Suppression Assistance to Forest Agencies" between *OES*; California Department of Forestry and Fire Protection; USDA Forest Service, Pacific Southwest Region; USDI Bureau of Land Management, California State Office; USDI National Park Service, Pacific West Region; and USDI Fish and Wildlife Service, California –Nevada Operations, dated May 1, 2002, otherwise known as the "California Fire Assistance Agreement," and intend that this agreement parallel such California Fire Assistance agreement and be interpreted in accord with that agreement.

8. The State of Nevada and the State of California are signatories to the Interstate Civil Defense and Disaster Compact, and each has incorporated that compact by legislative act within their respective statutes.

**TERMS AND CONDITIONS**

9. The term of this agreement shall be concurrent with the aforementioned California Fire Assistance agreement and shall remain in effect until November 1, 2007, unless sooner terminated by a party pursuant to Paragraph 27.

10. For the purpose of determining personnel, apparatus, and support equipment reimbursement, Exhibit A is fully incorporated into this agreement, with the exception of the language contained within A-25 specifically referencing the agreement between California Department of Forestry and Fire Protection and Bureau of Indiana Affairs.

11. Definitions

11.1 **LOCAL JURISDICTION** shall mean any subdivision of government, including agencies or institutions to which OES has, through agreement, assigned OES-owned emergency apparatus; or who provide locally-owned resources under provisions of the State Fire and Rescue Mutual Aid System, and shall include in addition local subdivisions of the State of Nevada.

11.2. **EMERGENCY APPARATUS** (hereinafter called apparatus) shall mean any vehicular apparatus provided through the State Fire and Rescue Mutual Aid System.

11.3. **EMERGENCY PERSONNEL** shall mean any personnel responding on or with emergency apparatus and requested overhead personnel.

11.4 **FOREST AGENCY** shall mean NDF, USFS, and BLM.

11.5. **MOBILIZATION CENTER** shall mean an off-incident location at which emergency apparatus and personnel are temporarily located pending assignment, release or reassignment.

11.6. **DEMOBILIZATION CENTER/FACILITY** shall mean that location or facility established at or near an incident for the processing of apparatus and personnel prior to release to its home base.

11.7. **STAGING AREA** shall mean the location where apparatus and personnel are assigned to an incident for deployment on a three-minute availability status.

12. Forest Agency requests for apparatus and personnel ordered pursuant to this agreement, through the State Fire and Rescue Mutual Aid System, shall be placed by following the procedures set forth in the California Fire Service and Rescue Emergency Mutual Aid Plan.

**OES# 6088-2**  
**NDF# 040113**  
**USFS#03-FI-11041730-097**  
**BLM# FAA030033**

Forest Agencies and OES will use the Resource Order Form (Form MACS 420 and 420A or equivalent) for all requests. Forest Agencies shall not be responsible for any apparatus and personnel not confirmed by their respective order and request number(s).

13. Forest Agency release or reassignment of apparatus used pursuant to this agreement will be coordinated through the on-scene OES Fire and Rescue officer, the local jurisdiction agency representative, or their authorized representative. Such OES officer or representative will ensure the inspection and inventory of such apparatus prior to release to its home base in accordance with incident established inspection and demobilization procedures.

14. Protective Clothing and Equipment. It shall be the responsibility of the jurisdiction sending emergency personnel to ensure that such personnel are provided protective clothing and equipment as required by California Code of Regulations, Title 8, Section 3410, Article 10.1, Section 3401, et seq., or as applicable, Nevada Occupational Safety and Health and Federal standards. Engines meet the minimum standards described in Exhibit B, ICS Engine Standards. Engines shall meet minimum ICS type standards. Exhibit B identifies minimum requirements for Type 3 Engines.

15. Communications Capabilities. It shall be the responsibility of the jurisdiction sending a Strike Team/Task Force Leader to ensure that the leader has adequate communications capability. Adequate communications capability is defined as a Very High Frequency (VHF) high-band radio with a minimum of 32 channels and programmed as recommended in the California Statewide Frequency Plans as published in ICS 420-I, Fire Service Field Operations Guide, Appendix A.

Apparatus. It shall be the responsibility of the jurisdiction sending apparatus to ensure that the apparatus has common communications capability with the Strike Team/Task Force Leader. It is desirable that apparatus have adequate communications capability as defined above.

16. Provisions and procedures for reimbursement by Forest Agencies for fire suppression assistance are defined in Exhibit A, Reimbursement Policy and Procedures. Each Forest Agency will provide OES Fire and Rescue Branch with its' current billing address. Reimbursement for personnel on OES-owned apparatus shall be to local jurisdictions that provide such personnel by separate agreement with OES.

17. Only the loss or damage repair to local jurisdiction apparatus or support equipment directly caused by the fire being suppressed and where the local jurisdiction, its employees and/or operational failures in the apparatus or support equipment are not a contributing factor to such damage or loss may be claimed for reimbursement from the Forest Agency. Loss or damage to local jurisdiction apparatus or support equipment while enroute to or from an incident and repairs due to normal wear and tear or due to

negligent or unlawful operation by the operator, shall be the responsibility of the local jurisdiction providing the apparatus or equipment.

18. Loss or damage to local jurisdiction apparatus or support equipment occurring on an incident is to be reported to the incident finance section to ensure proper documentation and investigation.

19. The parties agree to abide by and utilize the Administrative Rate, Base Rates, and Equipment Rates as such rates shall be set by California Fire Assistance Agreement Committee, as formed by *OES*, and as published annually by *OES* in the "Agreement for Local Government Fire Suppression Assistance to Forest Agencies Rate Letter." The rate letter shall be annually forwarded to *NDF*.

20. *NDF* resources, including those of Nevada local jurisdictions, shall be invoiced directly to *USFS* or *BLM*, as appropriate.

21. In the event Nevada local jurisdiction resources are dispatched as a part of a strike team comprised in part of *OES*, and/or California local jurisdiction resources, those Nevada resources shall directly invoice *NDF*, *USFS* or *BLM*, whichever is appropriate, and *OES* shall not invoice for such Nevada resources; *NDF*, *USFS* and *BLM* agree to accept such direct invoicing from Nevada local jurisdictions, and to make payment directly to the Nevada local jurisdiction.

22. Local jurisdictions, *OES* and the Forest Agencies shall be subject to examination and audit for three years after the final payment under the terms of this agreement. Examination and audit shall be confined to only those matters connected with the performance of this agreement including, but not limited to, the cost of administration.

23. Nothing herein shall be interpreted as obligating any parties herein to expend funds or as involving the United States, the State of California, and the State of Nevada in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for the work contemplated in this agreement.

24. No member of, or Delegate to Congress or Resident Commission shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless it is made with a corporation for its general benefit.

25. The extension of benefits under the provisions of this agreement shall be without discrimination as to age, handicap, race, color, creed, sex, sexual orientation or national origin.

26. The parties to this agreement shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights

Act of 1964 (42 U.S.C. 2000d through 2000d-6); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities and provides for "reasonable accommodation" in hiring of persons with disabilities; (d) the Older American Act of 1965 as amended (42 U.S.C. 3056 and 6101 *et. seq.*) and (e) USDA 9 AR, Title VI Implementation Regulations.

27. This agreement may be terminated by any party prior to the date set forth in paragraph 9, provided that a termination shall not be effective until 30 days after a party has served written notice on the other parties. This agreement may be terminated by mutual consent of all parties or unilaterally without cause. The parties expressly agree that this agreement shall be terminated immediately if for any reason federal and/or state legislative funding necessary to satisfy this agreement is withdrawn, limited or impaired.

28. All notices or other communications required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the addresses set forth below.

29. The authority and third party liability of the parties to this agreement shall be governed by provisions of Articles 3., 5., and 15., of the Interstate Civil Defense and Disaster Compact, in particular each party shall extend to the other party operating in the assisted parties jurisdictional territory the same powers, (except that of arrest unless specifically authorized by the assisted party), duties, rights, privileges and immunities as if they were performing their duties within the territorial limits of the state in which normally employed or rendering services; further, no party state, including its local jurisdictions, or the officers, employees, or volunteers of such state or local jurisdiction shall be liable on account of any act or omission in good faith on the part of such forces while so engaged, or on account of the maintenance or use of any equipment or supplies in connection therewith.

30. The parties hereto are associated with each other only for the purposes and to the extent set forth in this agreement, and in respect to performance of services pursuant to this agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this agreement. Nothing continued in this agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

**OES# 6088-2**  
**NDF# 040113**  
**USFS#03-FI-11041730-097**  
**BLM# FAA030033**

31. Pursuant to Nevada Revised Statutes § 239.010, California Government Code § 6250 et seq., and 5 U.S.C. § 552, information or documents may be open to public inspection and copying. The parties will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

32. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this agreement.

33. The parties hereto represent and warrant that the person executing this agreement on behalf of each party has full power and authority to enter into this agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

34. This agreement constitutes the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this agreement specifically displays a mutual intent to amend a particular part of this agreement, general conflicts in language between any such attachment and this agreement shall be construed consistent with the terms of this agreement. Unless otherwise expressly authorized by the terms of this agreement, no modification or amendment to this agreement shall be binding upon the parties unless the same is in writing and signed by the prospective parties hereto, except that the as to the State of Nevada, approval of the Nevada Office of the Attorney General shall be required.


OES# 6088-2

NDF# 040113

USFS#03-FI-11041730-097

BLM# FAA030033

The parties hereto to have executed this agreement on the dates indicated below.

 1-27-04  
DALLAS JONES, Director (Date)  
State of California, Governor's Office  
of Emergency Services

  
STEVE ROBINSON (Date)  
State Forester Fire Warden  
State of Nevada, Department of Conservation  
and Natural Resources, Division of Forestry

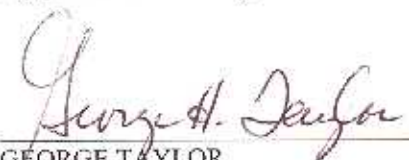
 For 1/12/04  
CAROL ENGLISH (Date)  
Administrative Services Officer III  
State of Nevada, Department of Conservation  
And Natural Resources, Division of Forestry

 8-22-03  
ROBERT V. ABBY (Date)  
State Director  
USDI Bureau of Land Management  
Nevada State Office

 8-21-03  
JUDITH COUCH (Date)  
Grants & Agreements Officer  
USDI Bureau of Land Management  
Nevada State Office

 8/21/2003  
ROBERT VAUGHN (Date)  
Forest Supervisor  
USDA Forest Service  
Humboldt / Toiyabe National Forest

Approved as to form by:

 1/6/04  
GEORGE TAYLOR (Date)  
Deputy Attorney General  
Nevada Office of the Attorney General

THE AUTHORITY AND FORMAT OF THIS INSTRUMENT HAS BEEN REVIEWED AND APPROVED FOR SIGNATURE	
 8/21/2003	
AGREEMENTS COORDINATOR	DATE

 3-9-04  
State of Nevada (Date)  
Board of Examiners



**EXHIBIT A**  
**REIMBURSEMENT POLICY AND PROCEDURES**

**GENERAL**

The following procedures are for the use of personnel on OES-owned emergency and associated support apparatus, local jurisdiction apparatus and support equipment, and overhead personnel. Terms established in this section shall be made binding upon local jurisdictions by OES and shall not be subject to interpretation or rejection by the jurisdiction providing assistance.

This agreement does not supercede any other agreements for assistance between the Forest Agencies and local jurisdictions. Local jurisdictions that provide their personnel and equipment to Forest Agencies through the State Fire and Rescue Mutual Aid System and this agreement, do so on a voluntary basis, and accept the following provisions for reimbursement.

It is understood and agreed that a local jurisdiction providing personnel on OES-owned apparatus shall obtain reimbursement for such response by billing the using Forest Agency in accordance with this Exhibit.

Reimbursement for personnel, apparatus, and support equipment will begin after the twelfth (12th) hour. There shall be no reimbursement for responses of less than twelve (12) hours duration. If the duration of the response exceeds twelve (12) hours, reimbursement for personnel, apparatus and support equipment shall cover the entire time of commitment, beginning at the time of initial dispatch from home base, to the time of return to home base. Should personnel, apparatus or support equipment be requested for assignment to a Mobilization Center for standby duty, the reimbursement period shall begin with the time of initial dispatch of said personnel, apparatus or support equipment from its home base. Additionally, there shall be only one twelve (12)-hour period for each person, apparatus, or support equipment from time of original dispatch, regardless of number of assignments or Forest Agencies committing said personnel, apparatus or support equipment until its return to home base.

In some cases on a single incident, Forest Agencies may need to convert resources that were ordered under Statewide Master Mutual Aid (MMA) to reimburse resources under the California Fire Assistance Agreement. In these cases, MMA resources will be released by the responsible agency and reordered by the Forest Agency through the California Fire Assistance Agreement. For resources that have been on the same incident for 12 hours or more, reimbursement will begin at the time the order for the California Fire Assistance Agreement was initiated. Resources that have been on the same incident under MMA for less than 12 hours will have their time applied to the California Fire

**OES# 6088-2**  
**NDF# 040113**  
**USFS#03-FI-11041730-097**  
**BLM# FAA030033**

Assistance Agreement 12 hour minimum. After the 12 hours are completed, reimbursement will begin at the time the order for the California Fire Assistance Agreement was initiated. The twelve (12)-hour period shall be subject to annual review and monitoring by the California Fire Assistance Agreement Committee.

An Administrative Rate will be added to the total of the personnel, fire engine and support equipment reimbursement. The Administrative Rate is set annually by the California Fire Assistance Agreement Committee. It is the average indirect or equivalent administration percentage rate used by the Forest Agencies signatory to this agreement.

## PERSONNEL REIMBURSEMENT

- A-1. There shall be a standard reimbursement formula for personnel, with established Base Rates applicable to all local jurisdictions, or average actual rates in lieu of the established Base Rates for those local jurisdiction personnel that currently receive wages that are higher than the appropriate Base Rate. Reimbursement will be based on the salary survey on file with OES Fire and Rescue Branch at the time of initial dispatch. In the event salaries change during an incident, reimbursement will be at the rate on file at the time of dispatch.
- A-2. These formulas and rates of payment shall constitute full reimbursement for direct costs, including back fill, to local jurisdictions relative to personnel provided. Liability for workers compensation claims and/or payment of unemployment benefits shall remain the responsibility of the responding local, state, federal agencies, and tribal fire departments, that directly employ the personnel. All data calculations shall be subject to audit by the Forest Agencies in accordance with Paragraph 26, Examination and Audit.
- A-3. Reimbursement is for assignments, which require 24-hour availability without regard to calendar days. Reimbursement for fractional hours shall be taken to the next whole hour.
- A-4. Reimbursement shall be made only for such personnel that have been specifically requested or approved by the Forest Agency. Any personnel not given an Order/Request number shall be considered a voluntary contribution from the responding agency and not subject to reimbursement.
- A-5. Reimbursement for Fire Engine and Water Tender refurbishment and rehab may be approved by the Incident Command, up to a maximum of 2 hours, as appropriate.

### Formula for Base Rate

- A-6. Local jurisdictions will be reimbursed at the established Engine Company Base Rate for personnel responding on apparatus, support equipment or as overhead personnel at or below the Strike Team/Task Force Leader (Trainee) level. Strike Team/Task Force/Unit Leader level or above personnel will be reimbursed at the established Overhead Base Rate.

### The established base rate reimbursement formula is

- A-7.  $[(B \times H \times 1.5) + (B \times H \times 1.5 \times W) + (B \times H \times 1.5 \times U)] = \text{Total Personnel Reimbursement in Dollars}$ , where **B** = Established Hourly Base Rate; **H** = Total

Hours on Incident; **W** = Local Jurisdiction's Workers' Compensation Percentage Rate; and **U** = State Unemployment Percentage Rate.

The Established Hourly Rate (**B**) is based on the average of the forest agencies emergency hire rates for these positions.

The Hours on Incident (**H**) are the total hours, from portal to portal, in accordance with the General section, above.

The Local Jurisdiction's Workers' Compensation Rate (**W**) is the percentage rate used by the respective local jurisdiction.

The State Unemployment Percentage Rate (**U**) is the percentage rate paid by local jurisdiction. Many fire agencies may not be paying this item.

#### **Formula for Average Actual Rate**

A-8. Local jurisdictions that have submitted Average Actual Rates to OES Fire and Rescue Branch at or below the Battalion Chief level, shall be reimbursed using the following formula:

A-8.1  $[(A \times H \times 1.5) + (A \times H \times 1.5 \times W) + (A \times H \times 1.5 \times U)]$  = Total personnel reimbursement in dollars, where **A** = Average Actual Hourly Rate; **H** = Total Hours on Incident; **W** = Local Jurisdiction's Workers' Compensation Percentage Rate; and **U** = State Unemployment Percentage Rate.

The Average Actual Hourly Rate (**A**) is the average hourly rate of all personnel in the specific rank (e.g.: Captain, Engineer, Firefighter) within each individual jurisdiction

The Hours on Incident (**H**), the Local Jurisdiction's Workers' Compensation Rate (**W**), and the State Unemployment Percentage Rate (**U**) are as defined in Formula for Base Rate, above.

A-8.2 Local jurisdictions that have submitted Average Actual Rates to OES Fire and Rescue Branch above the Battalion Chief level shall be reimbursed portal to portal at straight time using the following formula unless the employee(s) has a local agreement certifying that they are to be paid above straight time. Those with such an agreement will be reimbursed in accordance with the formula for Average Actual Rate, in section A-8.1 of this paragraph.

$[(A \times H) + (A \times H \times W) + (A \times H \times U)]$  = Total personnel Reimbursement in Dollars where

**A**= Average Actual Hourly Rate; **H**= Total Hours on Incident; **W**= Local Jurisdiction's Workers' Compensation Percentage Rate; and **U**= State Unemployment Percentage Rate.

The Average Actual Hourly Rate (**A**) is the average hourly rate of all personnel in the specific rank (e.g.: Chief, Deputy Chief, Assistant Chief) within each individual jurisdiction.

The Hours on Incident (**H**), the local Jurisdiction's Workers Compensation Rate (**W**), and the State Unemployment Percentage Rate (**U**) are as defined in the Formula for Base Rate, above.

### **Engine Company and Water Tender Staffing**

- A-9. Engine Company staffing shall not be less than three (3) or a reimbursable maximum of four (4). Forest Agencies will reimburse based on the actual classifications responding, not to exceed one company officer, one apparatus operator, and one or two firefighters. Water Tender staffing shall be a reimbursable maximum of two (2) apparatus operators.

### **Strike Team/Task Force Leader (Trainee)**

- A-10. Forest Agencies shall provide reimbursement for personnel requested by the Forest Agencies to coordinate (strike team/task force leaders) or otherwise support the local jurisdiction, or OES-owned apparatus used on incidents. A Strike Team/Task Force may, at the discretion of the local agency, include a Strike Team/Task Force leader trainee as a reimbursable member of the unit. The trainee will be covered under a Strike Team/ Task Force order-request number and will be identified on a separate OES F-42. The Strike Team/ Task Force leader trainee should check in with the Planning Section or an Incident Training Specialist. The Strike Team/Task Force Leader Trainee shall travel with the Strike Team/Task Force in a vehicle from the existing Strike Team/Task Force and will not be reimbursed for the use of a separate Trainee vehicle. Personnel filling Strike Team/Task Force leader (trainee) positions shall be certified at the Strike Team/Task Force leader (trainee) level per Wildland Fire Qualification NWCG 310-1 Sub System Guide, or the California Incident Command Certification System (CICCS)
- A-11. All trainees will follow the qualification process in place at the incident.

### **Overhead Personnel**

- A-12. Personnel responding to a Forest Agency request for overhead positions shall meet the training requirements established for the ICS position to be filled (Reference: NWCG 310-1 Sub System Guide or the California Incident Command Certification System (CICCS)).
- A-13. Requesting Forest Agencies shall specify the mode of transportation for overhead personnel at the time of request. Transportation shall be arranged and paid by the Forest Agency.

### **Reassignment of Resources**

- A-14. Local Jurisdiction apparatus, personnel and support equipment requested pursuant to this agreement cannot be transferred from one State OES Operational Area to another without the responding jurisdiction's approval. The using Forest Agency shall secure approval for such redirection through the State Fire and Rescue Mutual Aid System

### **OES Support**

- A-15. State OES Agency Representatives assigned to major incidents may need to have an OES Support/Communications Unit to facilitate coordinating the mutual aid resources assigned to the incident. Staffing level for this resource shall be limited to a maximum of 2 persons. Staff reimbursement will be based on the appropriate rate.

## **APPARATUS AND SUPPORT EQUIPMENT REIMBURSEMENT**

### **State-Owned OES Apparatus and Support Equipment**

- A-16. OES shall assume operational costs, including necessary motor fuels and lubricants used in State-owned OES apparatus while responding to and returning from Forest Agency incidents.
- A-17. OES assumes the normal cost of repair or damage to OES-owned apparatus, which may result from use under the terms of this agreement.

### **State OES owned and Local Agency Apparatus and Support Equipment**

- A-18. Reimbursement - Fire Engines and Water Tenders: Shall be in accordance with the current Schedule of Equipment Rates established pursuant to Section 420 of the Disaster Relief Act, PL 93-288, by the Federal Emergency Management Agency. These rates are based on engine horsepower with a 16-hour maximum

allowable charge, per 24-hour period. Fire Service Water Tenders will be reimbursed using Fire Engine rates.

### **Reimbursement - Support Equipment and Privately Owned Vehicles**

- A-19. Forest Agencies shall reimburse local jurisdictions for use of local jurisdiction support equipment or private vehicles provided in conjunction with requested personnel. Reimbursement shall be calculated on a daily basis for local jurisdiction support equipment and on a per mile basis for privately owned vehicles at the rate established by the Committee for the type or category of vehicle used. Such reimbursement shall be considered as covering all costs related to use of such vehicles except as provided in the Cost of Apparatus and Equipment Loss or Damage section of this agreement, Paragraphs 23 through 25.
- A-20. Local jurisdictions shall assume operational costs, including necessary motor fuels and lubricants used in its apparatus and support equipment while responding to and returning from Forest Agency incidents. It shall be the responsibility of the responding jurisdiction to provide the necessary means of payment for such costs.
- A-21. Forest Agencies will provide for motor fuel and lubricants, normal servicing costs, and minor repairs incidental to operation of apparatus including local jurisdiction support equipment while under direction and control of the requesting Forest Agency. Minor Repair is defined as any repair necessary to keep the equipment in operation on the fire, which requires not more than two hours (labor time only) for one mechanic for any one job, exclusive of obtaining parts.
- A-22. In no case will a second support vehicle assigned to an individual strike team or task force be reimbursed.

### **Reimbursement- Personnel Rotation**

- A-23. When local jurisdiction personnel are committed to extended assignments under this agreement, there may be a need to replace or rotate personnel. This need may be the result of labor contracts, department assignment policy, or individual emergency. Personnel under this agreement are expected to be available a minimum of 7 days before needing replacement.

Expenses that are reimbursable are limited to personnel costs and transportation costs. Reimbursement for personnel will be in accordance with general personnel reimbursement provisions of this agreement. Only replacements approved by the incident and documented with a new order/request numbers on F-42's will be processed through the OES invoicing system.

## **INCIDENT OFF-SHIFT REST AND SLEEPING ACCOMODATIONS**

- A-24. The responsible Forest Agency will provide, when practical, shaded and/or climatically maintained accommodations for off shift sleeping, rest, and recuperation for local jurisdiction resources confined to the incident base. If the incident command finds it operationally feasible (i.e. Strike team remains available), to place local jurisdiction resources in a commercial sleeping accommodation, it may be provided by the forest agency.

## **REIMBURSEMENT- STATE, FEDERAL, AND TRIBAL FIRE DEPARTMENTS**

- A-25. In addition to local jurisdiction resources, State, Department of Defense (DOD), and Tribal Fire Departments may respond through the State of California Fire Service and Rescue Emergency Mutual Aid System.

State Agency Fire Department personnel will be reimbursed in accordance with reimbursement provisions for local jurisdictions except that the base rate provisions will not apply to inmate firefighters. Inmate firefighters will be reimbursed at their actual straight time rate in accordance with the formula for base rate.

Reimbursement of DOD and Tribal Fire Departments that respond to CDF fires will be in accordance with the reimbursement provisions for local jurisdictions except for Tribal Fire Departments (TFD) that have entered into a cooperative agreement that allows that Bureau of Indian Affairs to reimburse the TFD for fire suppression expenses. These TFD will be reimbursed by BIA who will then bill CDF through the CDF/BIA agreement.

Reimbursement of DOD and Tribal Fire Departments that respond to Federal Forest Agency fires are governed by other federal agreements. In these cases OES will not produce or process reimbursement invoices for DOD and Tribal Fire Departments. DOD and Tribal Fire Departments will invoice the supported Federal Forest Agency directly in accordance with existing federal or local agreements.

## **REQUESTING REIMBURSEMENT**

- A-26. Local jurisdictions will prepare an OES Form F-42 (Emergency Activity Record) and supporting documentation at the incident, which is the basis for reimbursement due and invoice preparation. State OES Fire and Rescue Branch provide these forms. The Form (F-42) must be signed by a responsible officer of



the jurisdiction seeking reimbursement and by the Forest Agency Incident Command to verify that the resources requested on the F-42 were authorized by the ordering agency and are approved for payment by the Forest Agency. The completed F-42 is forwarded to OES Fire and Rescue Branch in Sacramento for processing. **FORMS F-42 NOT SUBMITTED TO OES FIRE AND RESCUE BRANCH BY THE LOCAL JURISDICTION WITHIN 60 DAYS OF RELEASE FROM THE INCIDENT WILL BE CONSIDERED NULL AND VOID.**

- A-27. Within 60 days of receipt of the F-42, OES Fire and Rescue Branch will process the F-42 data into invoices (F-142) and return to the local jurisdiction for verification of billing amounts and signature. **INVOICES (F-142) NOT RETURNED TO OES FIRE AND RESCUE BRANCH WITHIN 60 DAYS OF RECEIPT FOR VERIFICATION OF BILLING AMOUNTS AND SIGNATURE WILL BE CONSIDERED NULL AND VOID.**
- A-28. Upon return receipt and verification of the invoice (F-142) by the local jurisdiction, State OES Fire and Rescue Branch will forward the invoice (F-142) to the appropriate Forest Agency within 30 days along with a copy of the F-42 as the source document.
- A-29. The Forest Agency will remit payment to the local jurisdiction within 60 days of receipt of invoice (F-142) from OES.
- A-30. In the event the Forest Agency has changed an invoice (F-142), the Forest Agency will provide a disbursement voucher to OES and the local jurisdiction, which identifies the payment being made, and the reason for the change.
- A-31. The Forest Agency will provide copies of payment schedules to OES for invoices (F-142s) the Forest Agency has paid within 60 days of remittance to the local jurisdiction. OES Fire and Rescue Branch will reconcile the payment schedules against outstanding invoices (F-142s) on a monthly basis.
- A-32. Inquiries from the Forest Agencies regarding amounts billed will first be addressed to the OES Fire and Rescue Branch as soon as possible, as the first step in a joint resolution process.
- A-33. The Terms and Conditions and Exhibits in this agreement may necessitate new methods of reporting and invoicing. All proposed changes to this agreement, or associated business processes shall be approved by the Forest Agencies that are parties to this agreement.

**OES# 6088-2**  
**NDF# 040113**  
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- A-34. Reimbursement for apparatus, personnel and support equipment shall be made directly to the local jurisdiction providing the apparatus, and **NOT** to individual crew members, support, or coordinating personnel.

#### **FEDERAL AGENCY ELECTRONIC FUND TRANSFER**

- A-35. Some federal agencies may require payment of funds via Electronic Fund Transfer. The appropriate forms required will be forwarded to the local agency as needed/directed by the federal agency.

## EXHIBIT " B"

### ICS ENGINE STANDARDS

As orders for Type 3 Engine Strike Teams have increased, and as local interface problems have been identified, many local jurisdiction fire agencies have acquired Type 3 Apparatus.

Keep in mind that the above stated standards are minimum requirements. Just because an engine meets the minimum standards on the chart does not necessarily mean that it can carry out the mission of Type 3 Apparatus. An example would be a full sized Type 1 Engine that has the extra 1½" and 1" hose added so it can meet type 3 standards.

A typical Forest Agency Type 3 Engine has a number of features that enhance it's capability to operate on narrow, steep or unimproved roads to allow the efficient application of water or other agents. These features include:

Short Wheelbase	Lower GVW than a Type 1 or 2
High Ground Clearance	Wildland Hand Tools
High Angle of Approach & Departure	Portable Pump
Auxiliary motor Powered Pump to allow Pump & Roll	Chainsaw
Unit # on Roof	Fuses or drip torch
2x4 or 4x4	Hard suction for drafting
Class A Foam	Back Pumps
Progressive Hose lay Packs	

The Forest Agencies have the expectation that when a local jurisdiction Type 3 strike team arrives at an incident it can perform all of the missions that their own Type 3's can. This may or may not be true, depending upon the training that the local jurisdiction crews have taken. Specifically, Type 3 Engine crews should be adequately trained in the following:

Wildland Strategy & Tactics	Backfiring
Wildland Fire Behavior	Hand Line Construction
Wildland Hose Lays	Structure Triage
Wildland Fire Safety	Prepping a Structure

Forest Agencies are expecting all local jurisdiction Type 3 strike teams to be capable of going where Type 3's were designed to go and doing what Type 3 crews are trained to do.